

A. G. Contract No. KR93 2914TRN
JPA No: JPA 93-183
ECS File No. 94-83
Project: M-835-1-502
Tracs: 089L CN 547 H 3335 01 C
Section: SR-89L

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PAGE

THIS AGREEMENT is entered into 1 March, 1994
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PAGE, acting by and through its MAYOR and CITY COUNCIL,
(the "City").

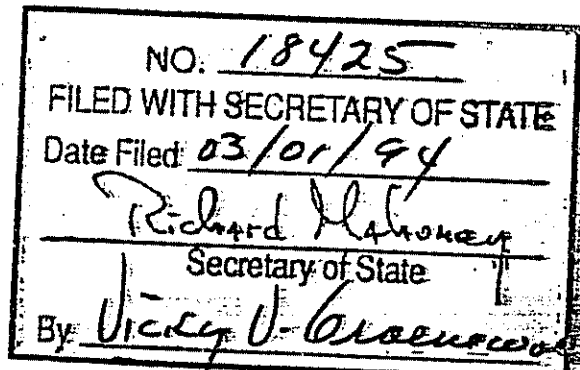
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the City
to landscape areas within the right of way on State Route 89L
at the following location:

From centerline roadway station 13+00 to
centerline roadway station 46+00, a net distance
of approximately .62 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the state twenty five percent (25%) of the landscape contract cost up to \$20,000.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:-

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Page
City Manager
Box HH
Page, AZ 86040


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

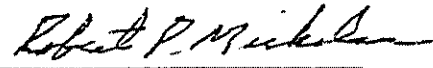
IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF PAGE


STATE OF ARIZONA

Department of Transportation

By 
GARY SCARAMAZZO
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

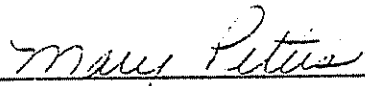
ATTEST

By 
KAYE FINDLAY
City Clerk

RESOLUTION 4

BE IT RESOLVED on this 22nd day of November 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Page for the purpose of defining responsibilities for the construction and maintenance of landscape improvements on SR-89L in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.


LARRY S. BONINE
Director

Resolution No. 613-94

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT, BETWEEN THE CITY OF PAGE AND THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR THE LANDSCAPING PLACEMENT AND MAINTENANCE OF SAID LANDSCAPING ON THE SOUTHERLY SIDE OF SR 89L BETWEEN GATEWAY PLAZA AND CAMERON ROAD, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS the City of Page and the Arizona Department of Transportation jointly desire to enter into an Intergovernmental Agreement concerning the placement of landscaping and the maintenance of said landscaping and have reached agreement as to the conditions governing such an work; and

WHEREAS said conditions of exchange are shown in EXHIBIT A, attached hereto;

THEREFOR, BE IT RESOLVED THAT THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA:

do hereby approve the Intergovernmental Agreement, known as A.G. Contract No. KR93 2914TRN, JPA No. 93-183, ECS File No. 94-83, Project M-835-1-502, TRACS 089L CN 547 H 3335 01 C, with the State of Arizona according to the Conditions contained in EXHIBIT A attached hereto and authorize the Mayor to execute said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Page, Arizona on the 10 day of February, 1994, by the following vote:

Ayes	<u>7</u>	<u>7</u>
Nays	<u>0</u>	<u>1</u>
Abstentions	<u>0</u>	<u>1</u>
Absent	<u>0</u>	<u>1</u>

CITY OF PAGE


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

JPA 93-183

APPROVAL OF THE PAGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PAGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 1ST day of Feb., 1993.

A handwritten signature in dark ink, appearing to read "Derek A. [unclear]", is written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS:
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2432-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of February, 1994.

GRANT WOODS:
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G